

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC
4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD
451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

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U. S. EPA Washington, DC 20460
U. S. CPSC Bethesda, MD 20814
U. S. HUD Washington, DC 20410

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September 2013

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IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

◆ Ohio Department of Health—877 608-5323 ◆ HUD Healthy Homes and Lead Hazard Control—202 755-1785
◆ EPA Region 5 Office (includes Chicago)—312/886-7836 ◆ CPSC—800 638-2772 ◆ National Lead Information Center—800 424-9333

FEDERALLY REQUIRED LESSOR DISCLOSURE, AGENT STATEMENT AND LESSEE ACKNOWLEDGMENT OF INFORMATION ON LEAD-BASED PAINT HAZARDS

LEAD WARNING STATEMENT Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting, pre-1978 housing, lessors (owners) must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees (residents) must also receive a federally approved pamphlet on lead poisoning prevention.

LEAD-FREE HOUSING If the housing unit has been certified as "lead free" according to 24 C.F.R. Section 35.82 or is not target housing according to 24 C.F.R. Section 35.86, the lead-based paint hazard disclosure requirements do not apply, and therefore, it is not necessary to provide this addendum or a lead-based paint warning pamphlet and lead-based paint disclosure statement to the lessee (resident).

LESSOR'S DISCLOSURE

Presence of lead-based paint and/or lead-based paint hazards (check only one box)

- ☒ Lessor (owner) has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
☐ Known that lead-based paint and/or lead-based paint hazards are present in the housing (specify):

Records and reports available to lessor (check only one box)

- ☒ Lessor (owner) has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
☐ Lessor (owner) has reports or records indicating the presence of some lead-based paint and/or lead-based paint hazards in the housing, and has provided the lessees (residents) with all such records and reports that are available to lessor (list documents):

AGENT'S ACKNOWLEDGMENT (Initials)

If another person or entity is involved in leasing the dwelling as an agent of the lessor (i.e., as a management company, real estate agent, or locator service acting for the owner), such agent represents that agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and agent is aware of agent's responsibility to ensure that lessor complies with such disclosure laws.

LESSEE'S ACKNOWLEDGMENT (Initials)

Lessee acknowledges the receipt of a copy of a federally approved pamphlet on lead poisoning prevention and all records or reports listed above.

ACCURACY CERTIFICATIONS

The parties named below certify that to the best of their knowledge the above information and statements made or provided by them, respectively, are true and accurate. The person who signs for the LESSOR may be the owner himself or herself, an employee, officer, or partner of the owner, or a representative of the owner's management company, real estate agent, or locator service. If such person is authorized to sign for the lessor, the person who signs for the AGENT may be the agent himself or herself, or an employee, officer, or partner of the agent if such person is authorized to sign for the agent.

RRE Williamsburg, LLC, 9807 Constitution Dr #9807

Apartment name & unit number OR street address of dwelling
Date
Lessee (Resident)
Date
Lessee (Resident)
Date
RRE Williamsburg, LLC

Cincinnati
OH

Lessee (Resident)
Date
Lessee (Resident)
Date

Williamsburg of Cincinnati
Printed name of Lessor (owner) of the dwelling
Signature of person signing on behalf of Lessor
Date
Signature of person signing on behalf of Lessee (AGENT)
Date

PLAINTIFF'S
EXHIBIT

PERIOD 00-001-000

Ohio National Apartment Association Official Form CP-500-15, 2nd Edition, 2015

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Alyssa Portnoy, Darlene Portnoy

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Apartment Lease Contract

Date of Lease Contract August 10, 2016
(When the Lease Contract is filled out)

This is a binding document. Read carefully before signing.

Moving In - General Information

1. **PARTIES** This Lease Contract (sometimes referred to as the "lease") is between you, the resident(s) (list all people signing the Lease Contract):
Alyssa Portnoy, Darlene Portnoy

and as the owner:
RRE Williamsburg, LLC

Name of apartment community or title holder: You've agreed to rent Apartment No. 9807 at 9807 Constitution Dr (street address) in Cincinnati (city) Ohio 45215 (zip code) for use as a private residence only. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors in interest or assigns). Written notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.

2. **OCCUPANTS** The apartment will be occupied only by you and (list all other occupants not signing the lease contract):

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 14 consecutive days without our prior written consent, and no more than twice that many days or one month. If the previous space isn't filled in, two days per month is the limit.

3. **LEASE TERM.** The initial term of the Lease Contract begins on the 20th day of August, 2016, and ends at midnight the 19th day of August, 2017. This Lease Contract will automatically renew month-to-month unless either party gives at least 60 days written notice of termination or intent to move-out as required by paragraph 37. If the number of days isn't filled in, at least 30 days (one calendar month) notice is required.

4. **SECURITY DEPOSIT.** Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ 200.00, due on or before the date this Lease Contract is signed.

Further, if you remain in the dwelling and your total security deposit exceeds one month's rent, your deposit(s) shall bear interest.

5. **KEYS AND FURNITURE.** You will be provided 2 apartment keys, 1 mailbox key(s), and 1 other access device(s) for Gym/Gate. Your apartment will be ☐ furnished or ☒ unfurnished.

6. **RENT AND CHARGES.** Unless modified by addenda, you will pay \$ 615.00 per month for rent, payable in advance and without demand.

- ☒ at the on-site manager's office, or
☐ at an online payment site, or
☒ at Drop Box

Monthly rent of \$ 238.06 is due on the remainder of the [check one]
☒ 1st month or ☐ 2nd month, on _____.

Otherwise you must pay your rent on or before the first day of each month (date due) with no grace period. The fact that we do not impose a late fee until some day after the first day of each month does not imply or provide a grace period for you to delay paying your rent. You must not withhold or offset rent without proper statutory notice. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one-monthly check rather than multiple checks. If you don't pay all rent on or before the 5th day of the month, you'll pay a late charge of \$ 75.00. You'll also pay a charge of \$ 50.00 for each returned check or rejected electronic payment, plus the late charges. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized. We will also have all other remedies for such violation.

7. **UTILITIES.** We'll pay for the following items, if checked:

- ☐ water ☐ gas ☐ electricity ☐ master antenna
☐ wastewater ☐ trash ☐ cable TV ☐ other _____

You'll pay for all other utilities, related deposits, and late charges, fees, or services of such utilities. You must not allow utilities to be disconnected, including disconnection for not paying your bill, until the lease term or renewal period ends. Cable channels that are provided may be changed during the lease term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting. If any utilities are substandard for the apartment or provided by an alternative formula, we will notice

in addendum to this Lease Contract in compliance with state agency rules or city ordinance.

8. **INSURANCE.** We do not maintain insurance to cover our personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquakes, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited, unwanted guests or vandalism unless others be required by law.

We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like. We remind you, the only insurance which covers loss or damage to your personal property (your contents) is insurance you purchase yourself. Contents insurance may be available as part of a liability insurance policy offered for purchase through our office.

Addendum (Self-Insured) If it is selected that it shall be deemed to be selected.

- ☒ You are required to purchase and maintain liability insurance covering you, your occupants and guests for personal injury and property damage any if you cause to third parties (including damage to our property) in a minimum policy coverage amount of \$ 100,000.00 from a carrier with an A.M. Best rating of A- or better, licensed to do business in Ohio.

- ☐ Not required to purchase personal liability insurance
☐ Personal liability insurance is force placed in an amount of \$ _____ per incident \$ _____ minimum and is included as either part of your rent or paid for by owner to insure against your liability damage to the Apartment.

NOTE: Any liability insurance you buy additionally is strongly recommended and will act as primary coverage to our force placed coverage. **SECONDARY. ANY LIABILITY INSURANCE WE REQUIRE YOU TO PURCHASE, UNDER (C) ABOVE, DOES NOT INCLUDE ANY COVERAGE FOR YOUR CONTENTS. CONTENTS COVERAGE IS STRONGLY RECOMMENDED AND YOU UNDERSTAND WE HAVE NOT PURCHASED INSURANCE FOR YOUR CONTENTS UNDER ANY OPTION IN THIS PROVISION.** Any policy you purchase or that we purchase for you shall waive any rights of subrogation by you or your insurance company against us. If required, failure to maintain personal liability insurance is an insurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract.

You acknowledge that no portion of the rent paid by you under this agreement will be applied to the owner's structural fire insurance and that you are in no way co-insured under any such policy, and that in order to reduce the cost of insurance, the owner has chosen to purchase fire and extended coverage insurance for the property, or which the above stated agreement applies, with a deductible in the amount of \$ 100,000.00. If you or any member of your household or guest or invitee causes damage to the Apartment or community in an amount less than your personal insurance deductible, you are responsible to us for the amount of such damage. In the event damage occurs and you have a liability policy with a deductible, you agree that you owe us, and agree to indemnify us, for the amount of the deductible along with any amount that is in excess of the insurance coverage that you have purchased regardless of whether you have exceeded your limit of liability, the loss is from an excluded condition, or for your failure to purchase insurance with such specific coverage. It is recommended that you secure insurance to protect your interest in the event of such losses.

9. **LOCKS AND LATCHES.** Keyed locks will be rekeyed after the previous resident moves out. The rekeying will be done either before you move in or if the apartment has a keyless deadbolt on each exterior door within 10 days after you move in.

We will undertake, to the best of our ability, to install such requested security devices, should they be feasible and legal. To install at the apartment, within a reasonable period of time after the request from you, and in no event shall such installation take place outside of normal business hours for the Community.

Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements arising from misuse or damage to devices by you or your family, occupants, or guests during your occupancy. You may be required to pay in advance, if we notify you within a reasonable time after your request that you are more than 30 days delinquent in compensating us for repairing or replacing a device which was misused or damaged by you or your guest or an occupant or invitee. You may be required to pay for install, change or move the same device during the 30 days preceding your request and we have complied with your request. The first time you request rekeying or repair to a locking device, you will be deemed due to prompt or all times.

Alyssa Portnoy, Darlene Portnoy

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Special Provisions and "What If" Clauses

10. **SPECIAL PROVISIONS** The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed lease form.

See special provisions on the last page

See any additional special provisions.

11. **EARLY MOVE-OUT** You'll be liable to us for a reletting charge of \$_____ (not to exceed 100% of the highest monthly rent during the lease term) if you:

- (1) fail to give written moveout notice as required in paragraphs 23 or 37; or
- (2) move out without paying rent in full for the entire lease term or renewal period; or
- (3) move out at our demand because you are convicted, provide inaccurate application information or other detail; or
- (4) are judicially evicted.

The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease Contract. See the next paragraph.

Not a Release The reletting charge is not a lease cancellation fee or buyout fee. It is an agreed-to liquidated amount covering only part of our damages, that is, our time, effort, and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, other overhead, marketing costs, and lost business fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for future or past-due rent charges for cleaning, repairing, repainting, or unreturned keys, or other sums due.

Buyout A lease buyout may be available at this Community. This Community may offer lease buyout agreements only when requested, not in advance and therefore, you must contact us regarding the terms of such agreement. Even if we offer lease buyouts, a lease buyout may not be available under certain circumstances, as an example, not before 6 months of occupancy fulfilled. This lease buyout agreement, if accepted by all parties shall govern the means by which you terminate the Lease Contract before the end of its term.

12. **REIMBURSEMENT** You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease Contract or rules, or improper use by you or your guests or occupants. Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following if occurring during the lease term or renewal period: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

13. **PROPERTY LEFT IN APARTMENT.**

Removal After Surrender, Abandonment, or Eviction We or law officers may remove and store all property remaining in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you are judicially evicted or if you surrender or abandon the apartment (see definitions in paragraph 42).

While You're Living in the Apartment

14. **COMMUNITY POLICIES OR RULES** You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all relevant units in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.

19. **LIMITATIONS ON CONDUCT.** The apartment and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. No loitering. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside or solicit business or contributions; conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture, movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants. No use of any grill is permitted on a balcony or patio (in the case of the patio, unless there is 25 feet of clearance from any flammable structure). No storage of grill in or outside the apartment is permitted. No gas such as propane may be stored in the apartment, any storage area, or the balcony/patio.

Storage Unless required by local jurisdiction, we may store, but have no duty to store, property removed after judicial eviction, surrender, or abandonment of the apartment. We're not liable for causally loss, damage, or theft.

Disposition of Sale Except for animals and property removed after the death of a sole resident, we may throw away or give to a charitable organization all items of personal property that are: (1) left in the apartment after surrender or abandonment; or (2) left outside more than the time required by the local jurisdiction, if local jurisdiction does not state a maximum time then one hour shall apply after a rent or possession is executed, to allowing a judicial eviction. Animals removed after surrender, abandonment, or eviction may be kennelled or turned over to local authorities or humane societies.

14. **FAILING TO PAY FIRST MONTH'S RENT.** If you don't pay the first month's rent when or before the Lease Contract begins, all future rent will be automatically accelerated without notice and immediately due. We may also end your right of occupancy and recover damages, future rent, reletting charges, court costs, and other lawful charges. Our rights and remedies under paragraphs 11 and 32 apply to acceleration under this paragraph.

15. **RENT INCREASES AND LEASE CONTRACT CHANGES.** No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 14, by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 14. At least 30 days before the increase, notice of a rent increase or lease changes effective when the lease term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or lease changes. The new modified Lease Contract will begin on the date stated in the notice without necessity of your signature unless you give us written move-out notice under paragraph 37.

16. **DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposits and any rent paid. Rent abatement or lease termination does not apply if delay is for cleaning or repairs that do not prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

- (1) If we give written notice to any of you when or after the initial term as set forth in Paragraph 3—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over and that the apartment will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.
- (2) If we give written notice to any of you before the initial term as set forth in Paragraph 3 and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in Paragraph 3 for all purposes. This new date may not be moved to an earlier date unless we and you agree.

17. **DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for present, recent, governmental, or business purposes by court order with a search warrant or by subpoena, we may provide it.

We may exclude from the apartment community guests or others who in our judgment have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community. We may exclude persons who have been previously evicted or asked to move from the community in lieu of an eviction. We may exclude anyone who has been given a written trespass notice from us.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property or any other criminal activity or deferred adjudication which violates our written rental standards at the time you rented the apartment. You also agree to notify us if you or any occupants registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

20. **PROHIBITED CONDUCT** You and your occupants or guests may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug, paraphernalia, engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community whether or not such discharge is an accident; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm

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21 **PARKING** We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it

- (1) has a flat tire, or other condition rendering it inoperable, or
- (2) is on jacks, blocks, or has wheel(s) missing, or
- (3) has no current license or no current inspection sticker, or
- (4) takes up more than one parking space, or
- (5) belongs to a resident or occupant who has surrendered or abandoned the apartment or who has been ordered to vacate by any appropriate authority, or
- (6) is parked in a marked handicap space without the legally required handicap insignia, or
- (7) is parked in a space marked for manager, staff, or guest at the office, or
- (8) blocks another vehicle from exiting, or
- (9) is parked in a fire lane, or designated "no parking" area, or
- (10) is parked in a space marked for other resident(s) or unit(s), or
- (11) is parked on the grass, sidewalk, or path, or
- (12) blocks garbage trucks from access to a dumpster.

22. **RELEASE OF RESIDENT** Unless you're entitled to terminate this Lease Contract under paragraphs 10, 12, 23, 31, or 32, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

23. **MILITARY PERSONNEL CLAUSE** You may terminate this Lease Contract if you are drafted or commissioned and on active duty in the U.S. Armed Forces. You also may terminate the Lease Contract if:

- (1) you are (i) a member of the U.S. Armed Forces or reserves on active duty, or (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; and
- (2) you (i) receive orders for permanent change-of-station, (ii) receive orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more, or (iii) are relieved or released from active duty.

After you deliver to us your written termination notice, the Lease Contract will be terminated under this military clause 30 days after the date on which your next rental payment is due. You must furnish us a copy of your military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or written notification from your commanding officer. Military permission for basic housing does not constitute change-of-station order. After you move out, we'll return your security deposit, less lawful deductions. For the purposes of this Lease Contract, orders described in (2) above will only release the resident who qualifies under (1) and (2) above and receives the orders during the Lease Contract term and such resident's spouse or legal dependents living in the resident's household. A co-resident who is not your spouse or dependent cannot terminate under this military clause. Unless you state otherwise in paragraph 10, you represent when signing this Lease Contract that (1) you do not already have deployment or change-of-station orders, (2) you will not be retiring from the military during the Lease Contract term, and (3) the term of your enlistment or obligation will not end before the Lease Contract term ends. Even if you are entitled to terminate this Lease Contract under this paragraph, liquidated damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the lease term when and if you move out less rents from others received in mitigation under paragraph 32. You must immediately notify us if you are called to active duty or receive deployment or permanent change-of-station orders.

24. **RESIDENT SAFETY AND PROPERTY LOSS** You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, dead-bolted locks, keyless entry devices, window latches, and other safety or security devices if they are installed in the apartment. You agree to make every effort to follow the security Guidelines on page 5.

Smoke Detectors. We'll furnish smoke detectors as required by statute, and we'll test them and provide working batteries when you first take possession. After that, you must pay for and replace batteries as needed unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke-detector malfunctions to us. Neither you nor others may disable smoke detectors. If you disable or damage the smoke detector, or fail to replace a dead battery or report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke or water and in default under the Lease Contract.

Casualty Loss. We're not liable to any Resident, guest or occupant for personal injury of any sort up to and including death. For all these reasons, second casualty loss-property we are not liable to any Resident, guest or occupant for damage or loss of personal property from any cause, including but not limited to fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. Unless we instruct otherwise you must—for 24 hours a day during freezing weather—(1) keep the apartment heated to at least 50 degrees, (2) keep cabinet and closet doors open, and (3) drip hot and cold water faucets. You'll be liable for damage to our and others' property if damage is caused by broken water pipes due to your violating these requirements.

Temperature Control. We'll flow hot water for 12 hours a day during freezing weather, keep the Apartment heated, etc., and at all other times you must run the HVAC system's blower fan to circulate it to retard the potential for moisture, mold and mildew. (2) At all times when using any shower or other bathing device, run the exhaust fan if any, provided in the bathroom and (3) if you are maintaining other items in the Apartment which reduce moisture, such as an Aquarium, you must run the air conditioning, if provided in the summer to keep the temperature below 85 degrees Fahrenheit in the Apartment during the months when the temperature outside exceeds 85 degrees.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity or other emergency involving imminent harm. You should then contact our representative when safe to do so. You won't treat any of our security measures as an express or implied warranty of security, or as a guarantee against crime or of reduced risk of crime to the extent we screen any of the above listed groups for criminal backgrounds; you will not rely on such screening for the purpose of assuming your security in the apartment community and will not rely on such screening for any other purposes. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security unless required by statute. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative, and to the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number upon request.

25. **CONDITION OF THE PREMISES AND ALTERATIONS** You accept the apartment fixtures and furniture as is, except for conditions materially affecting health or safety of ordinary persons. We disclaim all implied warranties. You'll be given an Inventory and Condition form on or before move-in. You must note on the form all defects or damage, and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment, but we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or relieving is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephones, and cable TV wiring, screws, locks, and security devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense, with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

26. **REQUESTS, REPAIRS, AND MALFUNCTIONS** IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST FOR EXAMINE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SIGNED AND IN WRITING TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crisis in progress). Our written notes on your oral request do not constitute a written request to or from

us. Complaining with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of water leaks, electrical problems, malfunctioning lights, broken or missing locks or latches, and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work or desired improvement is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections. Rent will not abate in whole or in part.

If we believe that fire or disaster plus damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease Contract within a reasonable time by giving you written notice. If the Lease Contract is so terminated, we'll refund prorated rent and all deposits, less lawful deductions unless such damage was caused by the actions (or inactions) of you, your guests, or occupants without regard to their own negligence.

27. **ANIMALS.** No animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, on premises in the apartment or apartment community unless we're so authorized in writing. If we allow an animal, you must sign a separate animal addendum, which may require additional deposits, rents, fees or other charges. You must remove an

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illegal animal within 24 hours. Once here, you will be considered in default of this Lease Contract. We will authorize a support animal for a disabled (handicapped) person. We may require a written statement from a qualified professional verifying the need for the support animal. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you will be subject to charges, damages, eviction and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defecating, deodorizing, and shampooing if required in our sole discretion. You will also be liable to us for a daily animal violation charge as stated if such a charge is stated in the Rules. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may remove an unauthorized animal by: (1) leaving in a conspicuous place in the apartment, a 24-hour written notice of intent to remove the animal, and (2) following the procedures in paragraph 29. We may keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority and you agree not to return the animal to the apartment. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

28. **WHEN WE MAY ENTER.** If you or any guest or occupant is present, then repairers, servicers, contractors, and our representatives may peacefully enter the apartment at reasonable times for the purposes listed below. Except in the case of emergency or if it is impracticable to do so, we will provide you with reasonable notice of our intent to enter the apartment at reasonable times. Twenty-four hours is presumed to be reasonable notice. If no one is in the premises, and request has been made for repairs and/or entry by you, it is presumed that your request is authorization for us to enter at reasonable times by duplicate or master key. We reserve the right to enter by other means if locks have been changed in violation of the lease.

Replacements

30. **REPLACEMENTS AND SUBLETTING.** Replacing a resident, subletting, or assignment is allowed only when we consent in writing. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent to the replacement, subletting, or assignment, then:

- (1) a reletting charge will not be due;
- (2) a reasonable administrative (paperwork) and/or transfer fee will be due, and a rekeying fee will be due if rekeying is requested; and
- (3) the departing and remaining residents will remain liable for all lease obligations for the rest of the original lease term.

Our lease prohibits you from entering into any long-term contract for us to enter into the apartment when entry is for responding to your request making repairs or replacements, estimating, repairing or refurbishing costs, performing pest control, doing preventive maintenance, changing filters, testing or replacing smoke-detector batteries, relieving unreturned tools, equipment or appliances, preventing waste of utilities, delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; removing or relieving unauthorized security devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials); or items prohibited under our rules, removing perishable foodstuffs if your electricity is disconnected, removing unauthorized animals, removing property owned or leased by former residents, inspecting when immediate danger to person or property is reasonably suspected, allowing persons to enter as you authorized in your rental application if you are incarcerated, etc. If allowing entry by a law officer with a search or arrest warrant, or in hot pursuit showing apartment to prospective residents after move-out or vacate notice has been given, or showing apartment to government inspectors for the limited purpose of determining housing and fire ordinance compliance by us and to lenders, appraisers, contractors, prospective buyers, or insurance agents.

29. **MULTIPLE RESIDENTS OR OCCUPANTS.** Each resident is jointly and severally liable for all lease obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of lease termination, repair requests, renewals and non-renewals, and entry permissions) constitute notice from all residents.

Procedures for Replacement. If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original lease term unless we agree otherwise in writing—even if a new Lease Contract is signed. The departing resident will no longer be granted access to the apartment for any reason.

Responsibilities of Owner and Resident

31. **RESPONSIBILITIES OF OWNER.** We'll act with customary diligence to:

- (1) keep common areas reasonably clean, subject to paragraph 25;
- (2) maintain fixtures, furniture, hot water, heating and A/C equipment;
- (3) substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fire housing; and
- (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

32. **DEFAULT BY RESIDENT.** You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you violate your statutory obligations under Ohio law and do not cure within the time described in notice to you; (5) you give incorrect or false answers in a rental application; (6) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (7) any illegal drugs or paraphernalia are found in your apartment; or (8) you or any guest or occupant engages in any of the prohibited conduct described in Paragraph 20.

Eviction. If you default, we may end your right to occupancy by giving you a 3-day written notice to vacate. Notice may be by: (1) regular mail; (2) certified mail, return receipt requested; (3) personal delivery to any resident; (4) personal delivery at the apartment to any occupant over 16 years old; or (5) affixing the notice to the door. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other lease obligations.

Acceleration. All monthly rent for the rest of the lease term or renewal period will be accelerated automatically without notice if default (before or after acceleration) and will be immediately due and delinquent if, without our written consent: (1) you move out, remove property in preparing to move out, or give oral or written notice (by

you or any occupant) of intent to move out before the lease term or renewal period ends; and (2) you've not paid all rent for the entire lease term or renewal period. Such conduct is considered a default for which we need not give you notice. Remaining rent also will be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations below.

Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice, or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) rent for the holdover period will be increased by 25% over the then-existing rent, without notice; (3) you'll be liable to us for all rent for the full term of the previously signed Lease Contract of a new resident who can't occupy because of the holdover; and (4) at our option, we may extend the lease term for up to one month from the date of notice of new extension—by delivering written notice to you or your spouse. If you continue to hold over.

We may report unpaid amounts to credit agencies. If you default and move out early, you will pay all amounts stated to be rental due under paragraph 14, in addition to other sums due. Upon your default, we have all other legal remedies, including lease termination. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but not for attorney's fees and litigation costs). All unpaid amounts bear 18% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline.

Mitigation of Damages. If you move out early, you'll be subject to paragraph 14 and all other remedies. We'll exercise customary diligence to reduce and minimize damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

General Clauses

33. **MISCELLANEOUS.** Neither we nor any of our representatives have made any oral promises, representations or agreements. This Lease Contract is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or

other obligations on us, or our representatives unless in writing. No act or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due, dates, acceleration, liens, or other rights isn't a waiver under any circumstances. Except when notice or demand is required by statute, you

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waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Tax signatures are binding. All notices must be signed.

Exercising one remedy won't constitute an election or waiver of other remedies. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties. All remedies are cumulative. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease Contract binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract. All notices and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option. All lease obligations must be performed in the county where the apartment is located.

WAIVER OF JURY TRIAL. To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on statute, common law, and/or related to this Lease Contract shall be to a judge and not a jury.

All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

Obligation to Vacate. Resident shall vacate the Premises and removal all of Resident's personal property therefrom at the expiration of the lease term without further notice or demand from Owner.

FORCE MAJEURE. If we are prevented from completing performance of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, floods, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

34. PAYMENTS. Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 13 or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders, and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments.

35. ASSOCIATION MEMBERSHIP. We represent that either (1) we, or (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

Security Guidelines for Residents

36. SECURITY GUIDELINES. In cooperation with the National Apartment Association, we'd like to give you some important safety guidelines. We recommend that you follow these guidelines and use common sense in practicing safe conduct. Inform all other occupants in your dwelling, including any children you may have, about these guidelines.

PERSONAL SECURITY—WHILE INSIDE YOUR APARTMENT

1. Lock your doors and windows—even while you're inside.
2. Engage the keyless deadbolts on all doors while you're inside.
3. When answering the door, see who is there by looking through a window or peephole. If you don't know the person, first talk with him or her without opening the door. Don't open the door if you have any doubts.
4. If children (who are old enough to take care of themselves) are left alone in your apartment, tell them to use the keyless deadbolt and refuse to let anyone inside while you are gone—regardless of whether the person is a stranger or an apartment maintenance or management employee.
5. Don't put your name, address, or phone number on your key ring.
6. If you're concerned because you've lost your key or because someone you distrust has a key, ask the management to make the locks.
7. Dial 911 for emergencies. If the 911 number does not operate in your area, keep phone numbers handy for the police, fire, and emergency medical services. If an emergency arises, call the appropriate governmental authorities first, then call the management.
8. Check your smoke detector monthly to make sure it is working properly and the batteries are still okay.
9. Check your doorlocks, window latches, and other devices regularly to be sure they are working properly.
10. If your doors or windows are insecure due to break-ins or malfunctioning locks or latches, stay with friends or neighbors until the problem is fixed.
11. Immediately report to management—in writing, dated and signed—any needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems.
12. Immediately report to management—in writing, dated and signed—any malfunction of other safety devices outside your apartment, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
13. Close curtains, blinds, and window shades at night.
14. Mark or engrave your driver's license number or other identification on valuable personal property.

PERSONAL SECURITY—WHILE OUTSIDE YOUR APARTMENT

15. Lock your doors while you're gone. Lock any doorhandle, lock, keyed deadbolt lock, sliding door pin lock, sliding door handle lock, and sliding door bar that you have.
16. Leave a radio or TV playing softly while you're gone.
17. Close and latch your windows while you're gone, particularly when you're on vacation.
18. Tell your roommate or spouse where you're going and when you'll be back.
19. Don't walk alone at night. Don't allow your family to do so.
20. Don't hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
21. Don't give entry keys, codes or electronic gate cards to anyone.
22. Use lamp timers when you go out in the evening or go away on vacation. They can be purchased at most hardware stores.
23. Let the manager and your friends know if you'll be gone for an extended time. Ask your neighbors to watch your apartment since the management cannot assume that responsibility.
24. While on vacation, temporarily stop your newspaper and mail delivery, or have your mail and newspaper picked up daily by a friend.
25. Carry your door key in your hand, whether it is daylight or dark when walking to your entry door. You are more vulnerable when looking for your keys at the door.

PERSONAL SECURITY—WHILE USING YOUR CAR

26. Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
27. Don't leave exposed items in your car, such as cassette tapes, wrapped packages, briefcases, or purses.
28. Don't leave your keys in the car.
29. Carry your key ring in your hand whenever you are walking to your car—whether it is daylight or dark and whether you are at home, school, work, or on vacation.
30. Always park in a well-lighted area. If possible, try to park your car in an off-street parking area rather than on the street.
31. Check the backseat before getting into your car.
32. Be careful when stopping at gas stations or automatic teller machines at night or anytime when you suspect danger.

PERSONAL SECURITY AWARENESS

No security system is foolproof. Even the best system can't prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. We assume no express or implied warranty of security. The best safety measures are the ones you perform as a matter of common sense and habit.

When Moving Out

37. MOVE-OUT NOTICE. Before moving out, you must give our representative advance written move-out notice as provided below. Your move-out notice will not release you from liability for the full term of the Lease Contract or renewal term. You will still be liable for the entire lease term if you move out early (paragraph 22) except under the military clause (paragraph 23). **YOUR MOVE-OUT NOTICE MUST COMPLY WITH FACTS OF THE FOLLOWING:**

- We must receive advance written notice of your move-out date. The advance notice must be at least the number of days of notice required in paragraph 3. Oral move-out notice will not be accepted and will not terminate your Lease Contract.
- Your move-out notice must not terminate the Lease Contract sooner than the end of the lease term or renewal period.

YOUR NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE. Please use our written move-out form. You must obtain from our representative written acknowledgment that we received your move-out notice. If we terminate the Lease Contract, we must give you the same advance notice—unless you are in default.

38. MOVE-OUT PROCEDURES. The move-out date can't be changed unless we and you both agree in writing. You won't move out before

the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. Early move-out may result in renting charges and acceleration of future rent under paragraphs 11 and 32. You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the 30-day period for deposit refund begins. You must give us and the LSA written notice in writing, each resident's to forwarding address.

39. CLEANING. You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patio, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

40. MOVE-OUT INSPECTION. You should meet with our representative for a move-out inspection. Our representative has no authority to bind or incur any responsibility for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

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waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the notice, letter or fax that was given. Tax signatures are binding. All notices must be signed.

Exercising one remedy won't constitute an election or waiver of other remedies. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties. All remedies are cumulative. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease Contract binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract. All notices and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option. All lease obligations must be performed in the county where the apartment is located.

WAIVER OF JURY TRIAL. To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on statute, common law, and/or related to this Lease Contract shall be to a judge and not a jury.

All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

Obligation to Vacate. Resident shall vacate the Premises and removal all of Resident's personal property therefrom at the expiration of the lease term without further notice or demand from Owner.

Security Guidelines for Residents

46. **SECURITY GUIDELINES.** In cooperation with the National Apartment Association, we like to give you some important safety guidelines. We recommend that you follow these guidelines and use common sense in practicing safe conduct. Inform all other occupants in your dwelling, including any children you may have, about these guidelines.

PERSONAL SECURITY--WHILE INSIDE YOUR APARTMENT

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2. Engage the keyless deadbolts on all doors while you're inside.
3. When answering the door, see who is there by looking through a window or peephole. If you don't know the person, first talk with him or her without opening the door. Don't open the door if you have any doubts.
4. If children (who are old enough to take care of themselves) are left alone in your apartment, tell them to use the keyless deadbolt and refuse to let anyone inside while you are gone--regardless of whether the person is a stranger or an apartment maintenance or management employee.
5. Don't put your name, address, or phone number on your key ring.
6. If you're concerned because you've lost your key or because someone you distrust has a key, ask the management to make the locks.
7. Dial 911 for emergencies. If the 911 number does not operate in your area, keep phone numbers handy for the police, fire, and emergency medical services. If an emergency arises, call the appropriate governmental authorities first, then call the management.
8. Check your smoke detector monthly to make sure it is working properly and the batteries are still okay.
9. Check your doorlocks, window latches, and other devices regularly to be sure they are working properly.
10. If your doors or windows are insecure due to break-ins or malfunctioning locks or latches, stay with friends or neighbors until the problem is fixed.
11. Immediately report to management--in writing, dated and signed--any needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems.
12. Immediately report to management--in writing, dated and signed--any malfunction of other safety devices outside your apartment, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
13. Close curtains, blinds, and window shades at night.
14. Mark or engrave your driver's license number or other identification on valuable personal property.

PERSONAL SECURITY--WHILE OUTSIDE YOUR APARTMENT

37. **MOVE-OUT NOTICE.** Before moving out, you must give our representative advance written move-out notice as provided below. Your move-out notice will not release you from liability for the full term of the Lease Contract or renewal term. You will still be liable for the entire lease term if you move out early (paragraph 22) except under the military clause (paragraph 23). **YOUR MOVE-OUT NOTICE MUST COMPLY WITH FACTS OF THE FOLLOWING:**

- We must receive advance written notice of your move-out date. The advance notice must be at least the number of days of notice required in paragraph 3. Oral move-out notice will not be accepted and will not terminate your Lease Contract.
- Your move-out notice must not terminate the Lease Contract sooner than the end of the lease term or renewal period.

YOUR NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE. Please use our written move-out form. You must obtain from our representative written acknowledgment that we received your move-out notice. If we terminate the Lease Contract, we must give you the same advance notice--unless you are in default.

38. **MOVE-OUT PROCEDURES.** The move-out date can't be changed unless we and you both agree in writing. You won't move out before

FORCE MAJEURE. If we are prevented from completing performance of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, floods, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate it and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

34. **PAYMENTS.** Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 13 or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent--regardless of notations on checks or money orders, and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments.

35. **ASSOCIATION MEMBERSHIP.** We represent that either (1) we, or (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

15. Lock your doors while you're gone. Lock any doorhandle, lock, keyed deadbolt lock, sliding door pin lock, sliding door handle lock, and sliding door bar that you have.
16. Leave a radio or TV playing softly while you're gone.
17. Close and latch your windows while you're gone, particularly when you're on vacation.
18. Tell your roommate or spouse when you're going and when you'll be back.
19. Don't walk alone at night. Don't allow your family to do so.
20. Don't hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
21. Don't give entry keys, codes or electronic gate cards to anyone.
22. Use lamp timers when you go out in the evening or go away on vacation. They can be purchased at most hardware stores.
23. Let the manager and your friends know if you'll be gone for an extended time. Ask your neighbors to watch your apartment since the management cannot assume that responsibility.
24. While on vacation, temporarily stop your newspaper and mail delivery, or have your mail and newspaper picked up daily by a friend.
25. Carry your door key in your hand, whether it is daylight or dark when walking to your entry door. You are more vulnerable when looking for your keys at the door.

PERSONAL SECURITY--WHILE USING YOUR CAR

26. Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
27. Don't leave exposed items in your car, such as cassette tapes, wrapped packages, briefcases, or purses.
28. Don't leave your keys in the car.
29. Carry your key ring in your hand whenever you are walking to your car--whether it is daylight or dark and whether you are at home, school, work, or on vacation.
30. Always park in a well-lighted area. If possible, try to park your car in an off-street parking area rather than on the street.
31. Check the backseat before getting into your car.
32. Be careful when stopping at gas stations or automatic teller machines at night or anytime when you suspect danger.

PERSONAL SECURITY AWARENESS

No security system is foolproof. Even the best system can't prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. We assume no express or implied warranty of security. The best safety measures are the ones you perform as a matter of common sense and habit.

When Moving Out

37. **MOVE-OUT NOTICE.** Before moving out, you must give our representative advance written move-out notice as provided below. Your move-out notice will not release you from liability for the full term of the Lease Contract or renewal term. You will still be liable for the entire lease term if you move out early (paragraph 22) except under the military clause (paragraph 23). **YOUR MOVE-OUT NOTICE MUST COMPLY WITH FACTS OF THE FOLLOWING:**

- We must receive advance written notice of your move-out date. The advance notice must be at least the number of days of notice required in paragraph 3. Oral move-out notice will not be accepted and will not terminate your Lease Contract.
- Your move-out notice must not terminate the Lease Contract sooner than the end of the lease term or renewal period.

YOUR NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE. Please use our written move-out form. You must obtain from our representative written acknowledgment that we received your move-out notice. If we terminate the Lease Contract, we must give you the same advance notice--unless you are in default.

38. **MOVE-OUT PROCEDURES.** The move-out date can't be changed unless we and you both agree in writing. You won't move out before

the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. Early move-out may result in renting charges and acceleration of future rent under paragraphs 11 and 32. You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the 30-day period for deposit refund begins. You must give us and the LSA written notice in writing, each resident's to forwarding address.

39. **CLEANING.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patio, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

40. **MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or incur any responsibility for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

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Alyssa Portnoy, Darlene Portnoy

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SECURITY DEPOSIT, DEDUCTIONS AND OTHER CHARGES

You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing, replacing dead or missing smoke-detector batteries, utilities for repairs or cleaning trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys, missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; packing, removing, or storing abandoned property; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges; under paragraphs 6 and 27; government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges, plus attorney's fees for violation of R.C. 5321.05, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

You'll be liable to us for (1) charges for replacing all keys and access devices referenced in paragraph 5 if you fail to return them on or before your actual move-out date; (2) accelerated rent if you have violated paragraph 32; and (3) a reletting fee if you have violated paragraph 11.

- 42. DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.** We'll mail you your security deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 30 days after termination of the rental agreement and delivery of possession. One check made jointly payable to all occupants named on the Lease Contract shall be mailed.

Signatures, Originals and Attachments

- 43. ORIGINALS AND ATTACHMENTS** This Lease Contract has been executed in multiple originals, with original signatures—one for you, and one or more for us. Our rules and community policies, if any, will be attached to the Lease Contract and given to you at signing. When an Inventory and Condition form is completed, both you and we should retain a copy. The items checked below are attached to this Lease Contract and are binding even if not initialed or signed.

- ☒ Animal Addendum
☒ Inventory and Condition Form
☒ Mold Addendum
☐ Enclosed Garage Addendum
☒ Community Policies Addendum
☐ Lease Contract Guaranty (____ guaranties, if more than one)
☐ Notice of Intent to Move Out Form
☐ Parking Permit or Sticker (quantity ____)
☒ Satellite Dish or Antenna Addendum
☐ Asbestos Addendum (if asbestos is present)
☒ Lead Hazard Information and Disclosure Addendum (check 1)
☒ Utility Addendum
☐ Remote Control, Card or Code Access Gate Addendum
☒ Lease Contract Buy-Out Agreement
☐ Intrusion Alarm Addendum
☒ Other Package
☐ Other _____

You have surrendered the apartment when: (1) the move-out date has passed and no one is living in the apartment in our reasonable judgment; or (2) all apartment keys and access devices listed in paragraph 5 have been turned in where rent is paid and you have provided us in writing with a written forwarding address or new address.

You have abandoned the apartment when all of the following have occurred: (1) everyone appears to have moved out in our reasonable judgment; (2) clothes, furniture, and personal belongings have been substantially removed in our reasonable judgment; (3) you've been in default for non-payment of rent for 5 consecutive days or water, gas, or electric service for the apartment is not connected in our name has been terminated or switched over to us; and (4) you've not responded for 2 days to our notice left on the inside of the main entry door, stating, that we consider the apartment abandoned.

Surrender, abandonment, and judicial eviction and your right of possession for all purposes and gives us the immediate right to clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment (paragraph 17), but do not affect our obligation to mitigate (paragraph 32).

You are legally bound by this document.
Read it carefully before signing.

Resident or Residents (all sign below)

Alyssa Portnoy
Alyssa Portnoy

Owner or Owner's Representative (signature on behalf of owner)

Alyssa Portnoy

Address and phone number of owner's representative for notice purposes

200 West Galbraith Road

Cincinnati, Ohio 45215

(513) 946-2300

Name and address of locator service (if applicable)

Date form is filled out (same as on top of page 1) 08/10/2016

SPECIAL PROVISIONS (CONTINUED FROM PAGE 2) No personal checks, money orders, cashiers checks will be accepted after move-in. Only online payments, WIPS and credit card will be accepted. If lease is not fulfilled, termination policy and fees will apply (see concession addendum & buy-out agreement)

Williamsburg of Cincinnati
 Alyssa Portnoy, Darlene Portnoy

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Animal Addendum

Becomes part of Lease Contract

Date: August 10, 2016

(When this Addendum is filled out)

Please note: We consider animals a serious responsibility and a risk to each resident in the dwelling. If you do not properly control and care for your animal, you'll be held liable if it causes any damage or disturbs other residents.

In this document, the terms "you" and "your" refer to all residents listed below and all occupants or guests, and the terms "we," "us," and "our" refer to the owner named in the Lease Contract (not to the property manager or anyone else).

1. **DWELLING UNIT DESCRIPTION.** Apt No. 9807,
9807 Constitution Dr (street address)
 in Cincinnati (city)
 Ohio, 45215 (zip code).

2. **LEASE CONTRACT DESCRIPTION.**Lease Contract date: August 10, 2016Owner's name: RRE Williamsburg, LLC

Residents (list all residents): Alyssa Portnoy,
Darlene Portnoy

The Lease Contract is referred to in this Addendum as the "Lease Contract."

3. **CONDITIONAL AUTHORIZATION FOR ANIMAL.**

You may keep the animal that is described below in the dwelling until the Lease Contract expires. But we may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you and your animal, your guests, or any occupant violate any of the rules in this Addendum.

4. **ANIMAL DEPOSIT.** An animal deposit of \$ 0.00

will be charged. This deposit will not be considered part of the general security deposit for any purpose. The security deposit amount in Provision 4 of the Lease Contract does not include this additional deposit amount. Refund of the animal deposit will be subject to the terms and conditions set forth in the Lease Contract.

5. **ADDITIONAL MONTHLY RENT.** Your total monthly rent

(as stated in the Lease Contract) will be increased by \$ 25.00. The monthly rent amount in Provision 6 of the Lease Contract ☒ includes ☐ does not include this additional animal rent.

6. **LIABILITY NOT LIMITED.** The additional monthly rent

and additional security deposit under this Animal Addendum do not limit residents' liability for property damages, cleaning, deodorization, defleeting, replacements, or personal injuries.

7. **DESCRIPTION OF ANIMAL(S).** You may keep only the

animal(s) described below. You may not substitute any other animal(s). Neither you nor your guests or occupants may bring any other animal(s)—mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect—into the dwelling or apartment community.

Animal's name: No Pets @ Move-In

Type: _____

Breed: _____

Color: _____

Weight: _____

Age: _____

City of license: _____

License no.: _____

Date of last rabies shot: _____

Housebroken? ☐

Animal owner's name: _____

Animal's name: _____

Type: _____

Breed: _____

Color: _____

Weight: _____

Age: _____

City of license: _____

License no.: _____

Date of last rabies shot: _____

Housebroken? ☐

Animal owner's name: _____

8. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

Restricted full or mixed breeds (Pit Bulls, Bull Terriers, American Staffordshire Terriers, Rottweilers, German Shepherds, Huskies, Alaskan Malamutes, Doberman Pinschers, Chows, Presa Canaria, Boxers, Dalmatians, Mastiffs, American Bulldogs, Tosa Kens, Great Danes, Akita, Wolf Hybrids, and Fila Brasileiro) are not allowed. No more than 2 pets per apartment. The one-time pet fee of \$350 or \$450 is non-refundable. Written notice and proof must be provided in order to remove monthly pet rent charges. If resident will shelter a pet during this lease term, he/she will notify management with the necessary information, pay the charges listed in this addendum and agree to acknowledge this addendum at this time.

9. **EMERGENCY.** In an emergency involving an accident or injury to your animal, we have the right, but not a duty, to take the animal to the following veterinarian for treatment at your expense:

Doctor: _____

Address: _____

City, State, Zip: _____

Phone: _____

10. **ANIMAL RULES.** You are responsible for the animal's actions at all times. You agree to abide by these rules:

- The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the dwelling.
- Dogs, cats, and support animals must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.
- Inside, the animal may urinate or defecate *only* in these designated areas: _____
- Outside, the animal may urinate or defecate *only* in these designated areas: _____
- Animals may not be tied to any fixed object anywhere outside the dwelling units, except in fenced yards (if any) for your exclusive use.
- You must not let an animal other than support animals into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwelling units.

- Your animal must be fed and watered inside the dwelling unit. Don't leave animal food or water outside the dwelling unit at any time, except in fenced yards (if any) for your exclusive use.
 - You must keep the animal on a leash and under your supervision when outside the dwelling or any private fenced area. We or our representative may pick up unleashed animals and/or report them to the proper authorities. We may impose reasonable charges for picking up and/or keeping unleashed animals.
 - Unless we have designated a particular area in your dwelling unit or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate *anywhere* on our property. You must take the animal off our property for that purpose. If we allow animal defecation inside the dwelling unit in this Addendum, you must ensure that it's done in a litter box with a kitty litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you'll be responsible for immediately removing the waste and repairing any damage. Despite anything this Addendum says, you must comply with all local ordinances regarding animal defecation.
11. **ADDITIONAL RULES.** We have the right to make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals.
12. **VIOLATION OF RULES.** If you, your guest, or any occupant violates any rule or provision of this Animal Addendum (based upon our judgment) and we give you written notice, you must remove the animal immediately and permanently from the premises. We also have all other rights and remedies set forth in the Lease Contract, including damages, eviction, and attorney's fees to the extent allowed by law.
13. **COMPLAINTS ABOUT ANIMAL.** You must immediately and permanently remove the animal from the premises if we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents.
14. **OUR REMOVAL OF ANIMAL.** In some circumstances, we may enter the dwelling unit and remove the animal with one day's notice left in a conspicuous place. We can do this if, in our sole judgment, you have:
- abandoned the animal,
 - left the animal in the dwelling unit for an extended period of time without food or water;
 - failed to care for a sick animal,
 - violated our animal rules, or
 - let the animal defecate or urinate where it's not supposed to.

In doing this, we must follow the procedures of the Lease Contract, and we may board the animal or turn the animal over to a humane society or local authority. We'll return the animal to you upon request if we haven't already turned it over to a humane society or local authority. We don't have a lien on the animal for any purpose, but you must pay for reasonable care and kenneling charges for the animal. If you don't pick up the animal within 5 days after we remove it, it will be considered abandoned.

15. **LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC.** You and all co-residents will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, defecating, and deodorizing. This provision applies to all parts of the dwelling unit, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

As owner of the animal, you're strictly liable for the entire amount of any injury that the animal causes to a person or anyone's property. You'll indemnify us for all costs of litigation and attorney's fees resulting from any such damage.

16. **MOVE-OUT.** When you move out, if necessary, you'll pay for cleaning, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We—not you—will arrange for these services.

17. **YOUR REMOVAL OF THE ANIMAL.** As we may be responsible if your animal bites another person or animal, you agree the animal must be immediately and permanently removed if we see or receive any complaint that the animal is exhibiting any vicious tendency.

18. **MULTIPLE RESIDENTS.** Each resident who signed the Lease Contract must sign this Animal Addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this Animal Addendum, even if the resident does not own the animal.

19. **GENERAL.** You acknowledge that no other oral or written agreement exists regarding animals. Except for written rule changes under paragraph 8 above, our representative has no authority to modify this Animal Addendum or the animal rules except in writing. This Animal Addendum and the animal rules are considered part of the Lease Contract described above. It has been executed in multiple originals, one for you and one or more for us.

This is a binding legal document. Read it carefully before signing.

Resident or Residents
(All residents must sign)

[Signature]

Owner or Owner's Representative
(Signs before)

[Signature]

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Alyssa Portnoy, Darlene Portnoy

UTILITY AND SERVICES ADDENDUM



This Utility Addendum is incorporated into the Lease Contract (referred to in this addendum as "Lease Contract" or "Lease") dated August 10, 2016 between RRE Williamsburg, LLC ("We" and/or "we" and/or "us") and

Alyssa Portnoy, Darlene Portnoy

("You" and/or "you") of Unit No. 9807

located at 9807 Constitution Dr (street address) in

Cincinnati, OH 45215

and is in addition to all terms and conditions in the Lease to the extent that the terms of this Utility Addendum conflict with those of the Lease, this Utility Addendum shall control.

1. Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.

- a) **Water** service to your dwelling will be paid by you either
☐ directly to the utility service provider; or
☒ water bills will be billed by the service provider to us and then allocated to you based on the following formula 8
☐ If flat rate is selected, the current flat rate is \$ _____ per month
☐ 3rd party billing company if applicable _____
- b) **Sewer** service to your dwelling will be paid by you either
☐ directly to the utility service provider; or
☒ sewer bills will be billed by the service provider to us and then allocated to you based on the following formula 8
☐ If flat rate is selected, the current flat rate is \$ _____ per month
☐ 3rd party billing company if applicable _____
- c) **Gas** service to your dwelling will be paid by you either
☐ directly to the utility service provider; or
☐ gas bills will be billed by the service provider to us and then allocated to you based on the following formula _____
☐ If flat rate is selected, the current flat rate is \$ _____ per month
☐ 3rd party billing company if applicable _____
- d) **Trash** service to your dwelling will be paid by you either
☐ directly to the service provider; or
☒ trash bills will be billed by the service provider to us and then charged to you based on the following formula _____
☒ If flat rate is selected, the current flat rate is \$ 5.00 per month
☐ 3rd party billing company if applicable _____
- e) **Electric** service to your dwelling will be paid by you either
☒ directly to the utility service provider; or
☐ electric bills will be billed by the service provider to us and then allocated to you based on the following formula _____
☐ If flat rate is selected, the current flat rate is \$ _____ per month
☐ 3rd party billing company if applicable _____
- f) **Stormwater** service to your dwelling will be paid by you either
☐ directly to the utility service provider; or
☐ stormwater bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
☐ If flat rate is selected, the current flat rate is \$ _____ per month
☐ 3rd party billing company if applicable _____
- g) **Cable TV** service to your dwelling will be paid by you either
☒ directly to the utility service provider; or
☐ cable TV bills will be billed by the service provider to us and then allocated to you based on the following formula _____
☐ If flat rate is selected, the flat rate is \$ _____ per month
☐ 3rd party billing company if applicable _____
- h) **Master Antenna** service to your dwelling will be paid by you either
☐ directly to the utility service provider; or
☐ master antenna bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
☐ If flat rate is selected, the current flat rate is \$ _____ per month
☐ 3rd party billing company if applicable _____
- i) **Internet** service to your dwelling will be paid by you either
☒ directly to the utility service provider; or
☐ internet bills will be billed by the service provider to us and then allocated to you based on the following formula _____
☐ If flat rate is selected, the current flat rate is \$ _____ per month
☐ 3rd party billing company if applicable _____
- j) **Pest Control** service to your dwelling will be paid by you either
☐ directly to the utility service provider; or
☐ pest control bills will be billed by the service provider to us and then charged to you based on the following formula _____
☐ If flat rate is selected, the current flat rate is \$ _____ per month
☐ 3rd party billing company if applicable _____
- k) (Other) _____ service to your dwelling will be paid by you either
☐ directly to the utility service provider; or
☐ bills will be billed by the service provider to us and then allocated to you based on the following formula _____
☐ If flat rate is selected, the current flat rate is \$ _____ per month
☐ 3rd party billing company if applicable _____
- l) (Other) _____ service to your dwelling will be paid by you either
☐ directly to the utility service provider; or
☐ bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
☐ If flat rate is selected, the current flat rate is \$ _____ per month
☐ 3rd party billing company if applicable _____

METERING/ALLOCATION METHOD KEY

- "1" - Sub-metering of all of your water/gas, electric use
 "2" - Calculation of your total water use based on sub-metering of hot water
 "3" - Calculation of your total water use based on sub-metering of cold water
 "4" - Flat rate per month
 "5" - Allocation based on the number of persons residing in your dwelling unit
 "6" - Allocation based on the number of persons residing in your dwelling unit using a ratio occupancy formula

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Alyssa Portnoy, Darlene Portnoy

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☒ This document was executed via the NAA E-signature System. ID: 97427367

- "8" - Allocation based on square footage of your dwelling unit
 "9" - Allocation based on the number of bedrooms in your dwelling unit
 "10" - Allocation based on a lawful formula not listed here

(Note: If method "10" is selected, a separate sheet will be attached describing the formula used)

2. If an allocation method is used, we or our billing company will calculate your allocated share of the utilities and services provided and all costs in accordance with state and local statutes. Both Resident and Owner agree that using a calculation or allocation formula as a basis for estimating total utility consumption is fair and reasonable, while recognizing that the allocation method may or may not accurately reflect actual total utility consumption for Resident. Where lawful, we may change the above methods of determining your allocated share of utilities and services and all other billing methods, in our sole discretion, and after providing written notice to you. More detailed descriptions of billing methods, calculations and allocation formulas will be provided upon request.

If a flat fee method for trash or other utility service is used, Resident and Owner agree that the charges indicated in this Agreement (as may be amended with written notice as specified above) represent a fair and reasonable amount for the services provided and that the amount billed is not based on a monthly per unit cost.

3. When billed by us directly or through our billing company, you must pay utility bills within _____ days of the date when the utility bill is issued at the place indicated on your bill, or the payment will be late. If a payment is late, you will be responsible for a late fee as indicated below. The late payment of a bill or failure to pay any utility bill is a material and substantial breach of the Lease and we will exercise all remedies available under the Lease up to and including eviction for non-payment. In the event there are any new account, monthly administrative, late or final bill fees, you shall pay such fees as indicated below:

New Account Fee	\$ <u>5.50</u>	(not to exceed \$ _____)
Monthly Administrative Billing Fee	\$ <u>4.65</u>	(not to exceed \$ _____)
Late Fee	\$ _____	(not to exceed \$ _____)
Final Bill Fee	\$ _____	(not to exceed \$ _____)

If allowed by state law, we at our sole discretion may amend these fees, with written notice to you.

4. You will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or utility charges on the dwelling. If you breach the Lease, you will be responsible for utility charges for the time period you were obliged to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your dwelling and may charge a reasonable administration fee for billing for the utility service in the amount of \$ _____.
5. When you move out, you will receive a final bill which may be estimated based on your prior utility usage. This bill must be paid at the time you move out or it will be deducted from the security deposit.
6. We are not liable for any losses or damages you incur as a result of outages, interruptions or fluctuations in utility services provided to the dwelling unless such loss or damage was the direct result of negligence by us or our employees. You release us from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the dwelling due to such outages, interruptions or fluctuations.
7. You agree not to tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease, this Utility Addendum and at law.
8. Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Owner, they will be allocated first to non-rent charges and to rent last.
9. You represent that all occupants that will be residing in the Unit are accurately identified in the Lease. You agree to promptly notify Owner of any change in such number of occupants.
10. You agree that you may, upon thirty (30) days prior written notice from Owner to you, begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term Utilities.
11. This Addendum is designed for use in multiple jurisdictions, and no billing method, charge, or fee mentioned herein will be used in any jurisdiction where such use would be unlawful. If any provision of this addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this addendum or the Lease. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.
12. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Utility Addendum and will supersede any conflicting provisions of this printed Utility Addendum and/or the Lease Contract: If resident does not have electric or gas service in their name at move in; then a \$50 charge plus the utility usage will be billed. There will be a \$1.95 move out fee added as well.

Resident Signature [Signature]

Date 08/11/2016

Resident Signature [Signature]

Date 08/17/2016

Resident Signature _____


Date _____

Resident Signature _____

Date _____

Management [Signature]

Date 08/22/2016

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Bed Bug Addendum

Date August 10, 2016
(when this Addendum is filled out)

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

1. DWELLING UNIT DESCRIPTION.

Unit No. 9807, 9807 Constitution Dr
(street address)
in Cincinnati
(city), Ohio, 45215 (zip code)

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: August 10, 2016
Owner's name RRE Williamsburg, LLC

Residents (list all residents): Alyssa Portnoy,
Darlene Portnoy

3. PURPOSE. This Addendum modifies the Lease Contract and addresses situations related to bed bugs (complex leucitarius) which may be discovered infesting the dwelling or personal property in the dwelling. You understand that we relied on your representations to us in this Addendum.

4. INSPECTION. You agree that you (Check one)

- ☒ have inspected the dwelling prior to move-in and that you did not observe any evidence of bed bugs or bed bug infestation, OR
- ☐ will inspect the dwelling within 48 hours after move-in/renewal and notify us of any bed bugs or bed bug infestation.

5. INFESTATIONS.

You agree that you have read all of the information on this addendum about bed bugs and
(Check one)

- ☒ you are not aware of any infestation or presence of bed bugs in your current or previous apartments, home or dwelling. You agree that you are not aware of any bed bug infestation or presence in any of your furniture, clothing, personal property or possessions. You agree that you have not been subjected to conditions in which there was any bed bug infestation or presence. OR
- ☐ you agree that if you previously lived anywhere that had a bed bug infestation that all of your personal property (including furniture, clothing and other belongings) has been treated by a licensed pest control professional. You agree that such items are free of further infestation. If you disclose a previous experience of bed bug infestation, we can review documentation of the treatment and inspect your personal property and possessions to confirm the absence of bed bugs. You agree that any previous bed bug infestation which you may have experienced is disclosed here.

6. ACCESS FOR INSPECTION AND PEST TREATMENT. You must allow us and our pest control agents access to the dwelling at reasonable times to inspect for or treat bed bugs as allowed by law. You

and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are not the source or cause of the known infestation. You are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the dwelling. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed bug infestation on your own.

7. NOTIFICATION. You must promptly notify us

- of any known or suspected bed bug infestation or presence in the dwelling, or in any of your clothing, furniture or personal property
- of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the dwelling
- if you discover any condition or evidence that might indicate the presence or infestation of bed bugs or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

8. COOPERATION. While we are responsible for making reasonable provisions for the extermination of roaches, ants, wood destroying organisms, and other treatable insects such as bed bugs, we may not be responsible for paying for treatment for bed bugs in the dwelling under certain circumstances described below (Provision 10). In order to deter bed bugs from entering or spreading to the dwelling, you agree that all times during this lease agreement that you shall: 1) Keep all mattresses, used or stored in the dwelling, wrapped or sealed in a mattress cover made of vinyl, plastic, or other impervious material that must remain sealed or completely closed at all times, there must be no tears or rips in the covering of the mattress; and 2) Not to place anything in the dwelling, especially used furniture, unless it thoroughly inspected by you, prior to placing it in the dwelling. Further, you must cooperate with us and our licensed pest control agents to treat and eliminate the presence of any bed bugs. You agree: 1) To follow any pretreatment instructions provided by us or our pest control operator to prepare the dwelling for treatment; 2) Have the dwelling prepared on the day of treatment, this may include putting away food and personal care items, movement of furniture and, if so instructed, vacating and staying out of the dwelling for a period of hours during that period of treatment described in the pretreatment instructions; 3) Following all post-treatment directives and instructions including the disposal of property that cannot be treated, and regular vacuuming; and 4)

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maintaining certain items in sealed containers as much as practically possible between treatments. You further agree that you will not treat for any live bed bug activity yourself with any chemical or treatment commonly available at hardware or home improvement stores. Only chemicals used by our licensed pest control operators may be used to treat for bed bugs. Additionally, you agree to report any sign of bed bugs, live or dead activity, to our office immediately.

9. TEMPORARY RELOCATION. Infestations from such pests, including bed bugs in the dwelling and/or adjoining dwellings, may necessitate you vacating the dwelling either temporarily or permanently in order for us to eradicate the infestation. If you are relocated or the lease is terminated then we shall be released from all other obligations under this Lease Agreement. If we terminate your Lease Agreement and infestation is not caused or worsened by your actions or inactions and you vacate according to this Provision then you shall be released for the balance of your financial responsibilities under the Lease Agreement except for physical damages, beyond ordinary wear and tear, to the dwelling. If the infestation is caused by you, your family, your guests, or your invitees then we shall not be liable for the costs of such relocation and we do not have to offer you another dwelling in the Community or another dwelling owned by our company. In the event of such relocation or termination of your lease, you may still be liable and we may still charge you for extermination charges as listed in Provision 10 below.

10. RESPONSIBILITIES. You agree to avoid creating any condition which would cause or promote the presence of bugs, including bed bugs. You will be required to pay for a portion or all of any treatment to eradicate bed bugs in the dwelling if any infestation from your dwelling spreads to other adjoining dwellings above, below, or next to your dwelling and you have failed to

follow Provision 8 (Cooperation) requirements above. Further you will be responsible for the cost of treatment if we determine that: 1) Your actions or inactions contribute to or result in a bed bug infestation, 2) Your mattresses are not encased as required by this Addendum, 3) If you fail to report a bed bug condition immediately upon the time that you notice live or dead activity, 4) If you try to "self treat" the infestation as prohibited by Provision 8 of this Addendum, or 5) If you fail to prepare or fail to cooperate with the treatment described in the Cooperation Provision of this Addendum, including denying access for treatment on any scheduled date or otherwise hinder our treatment of the dwelling. Any invoice submitted to you for the cost of extermination of any bed bug infestation shall become Additional Rent due and payable with the next monthly Rent payment and, your refusal to pay any Additional Rent charged with the next monthly Rent payment may be considered as a partial Rent payment by you and may be refused by us.

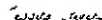
You will be responsible for the costs of moving other residents in order to treat adjoining or neighboring dwellings, to your dwelling and you may be responsible for the costs of our lost rental income and expenses incurred in relocating neighboring residents to perform pest control treatments or eradicate infestations in dwellings adjacent to yours. If you fail to pay us any of the costs you are liable for, you will be in default and we will have the right to terminate your right of occupancy and exercise all the rights and remedies under the Lease Agreement and obtain immediate possession of the dwelling. If you move out after your right of occupancy has been properly terminated you will be liable for all lost rent under the Lease Agreement.

You are legally bound by this document. Please read it carefully.

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)







Date of Signing Addendum

08/22/2016

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BED BUGS - A Guide for Rental Housing Residents

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals—their sole food source—the bugs assume a distinctly blood-red hue until digestion is complete.

Bed bugs don't discriminate

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs' presence with poor hygiene and uncleanness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds, claims to the contrary are false.

Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

Identifying bed bugs

Bed bugs can often be found in, around and between

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors
- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and

mosquitoes, the origination of such markings often go undiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.

- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

Preventing bed bug encounters when traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

Bed bug do's and don'ts

- **Do not bring used furniture from unknown sources into your dwelling.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.

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